

UTAH POWER & LIGHT

"Efficient Public Service"

2033947

Mr. Hale
Mr. Irvine

TO Mr. Hale

FROM

Mr. Purton

DATE

March 10, 1952

aly

ADDRESS

REPLYING TO

DATE

OUR FILE NO.

SUBJECT

SALE OF PORTION OF 3RD WEST SUBSTATION
SALT LAKE CITY TO UTAH LUMBER COMPANY

YOUR FILE NO.

Reference is made to Mr. O. J. Lowe's letter to Mr. F. Gerald Irvine of February 7, 1952, and Mr. Ovard's letter to me of October 22, 1951. Also to partially approved ER 14-5313, Budget Item D-283, for removing the concrete stack on the above mentioned property.

This will advise that on March 7, after a conference in your office with Lee Irvine, Sr. and Lee Irvine, Jr., I visited the 3rd West Substation site with Messrs. Irvine of the Utah Lumber Company. Prior to that time I had not considered it advisable to sell any of the 3rd West Substation property which now belongs to the Utah Power & Light Company. This opinion of policy with respect to the matter was engendered by the idea that we are unable to tell at this time what future demands we may have for extended service facilities in this area and that it would not be wise to dispose of any property of this kind at this time. However, it appears from statements of the Utah Lumber Company that they have been depending on obtaining a piece of this property to carry out certain plans to develop a Zenolite production plant and have made commitments for the equipment to go into such a plant so that Messrs. Irvine would be in quite an embarrassing position if we do not permit them to purchase a certain portion of our land.

On these grounds, therefore, I agreed that we would not further object from an engineering standpoint to their purchase of the piece of property as shown on our general property layout map dated May 25, 1949: 72.5' x 198', lying directly west of our most easterly property line. The line agreed on is also a projection of the easterly line of our property which faces on 1st South Street, which line runs from north to south and at a distance of 175' from the east boundary of 3rd West Street. This latter east property line runs 132' south from the boundary of West 1st South Street and then the agreed on new property line for Utah Lumber Company would be a projection south on this line until it reaches the south line of our property. Special arrangement of property lines may be found to be desirable at the location of the old concrete stack. The projected line desired cuts through this old stack at a point about 1/3 of its diameter taken from east to west.

In our agreement with Utah Lumber Company the following should be required as part of the deal:

It is understood that Utah Lumber Company will construct a new building on the piece of the property proposed for sale. It should be required that this building be of fireproof construction throughout, including floors, walls, and roof. It should be required that a masonry wall be installed on Utah Lumber

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SALT LAKE CITY, UTAH
September 29, 1949

Mr. Littlefield
Mr. Purton - Kelm
Mr. Hale
Mr. Gadsby

RE: PROPERTY ADJACENT TO THE THIRD WEST
SUBSTATION SITE

now released

The Company owns a tract of land at Third West and First South on which we have recently installed a new substation. Future plans may involve the use of an additional part of the land owned by the Company at this location. This future expansion has been indicated on the attached blueprint. A certain portion of the property as outlined in red on the attached blueprint apparently will not be required for Company operations. The Utah Lumber Company for many years has indicated a desire to acquire this property. Located in the southeast corner of the tract which the Lumber Company desires, is the old smoke stack and there are in place on the southerly portion of the tract very substantial foundations.

We had Mr. Blair Richardson appraise the property in question and in doing so he has disregarded the cement foundations, excavations, structures and tall chimney on the premises. It is his opinion that the bare land without these encumbrances would be worth approximately \$7,250.00. The chimney is considered a hazard and should be cut down to a safe distance above ground. We understand that a bid has been obtained to do this on the basis that the debris from removing the top part of the chimney would be dropped in the old excavations on the premises.

In discussing the matter with the Lumber Company they have indicated that to pile this debris on the premises would substantially affect their use of the property should they acquire it and they feel that in order to avoid further depreciating the property this debris as well as the old foundation should be removed from the premises. It is our best judgment that the cost of doing this would considerably exceed the value of the property.

Mr. R. L. Irvine, President of the Utah Lumber Company, has indicated that his Company would be willing to undertake removal of the stack with the understanding that the debris would be moved away and would further accept a conveyance of the property with a restricted covenant in the deed prohibiting the use of the chimney for any burning operations which might deposit soot or other sediments on our substation equipment.

The Power Company should acquire the small tract of land indicated in yellow on the attached print as it creates a bottle neck in the Company's present ownership of the tract ~~affronting~~ First South Street. This tract is presently owned by the Utah Lumber Company and they have indicated that they will convey this to the Utah Power & Light Company as part consideration for conveyance of the larger tract outlined in red, on which the above mentioned foundations, structures and chimney are located.

It is our best judgment that the cost of removing the chimney and foundations from the tract which Utah Lumber desires to acquire, will exceed the appraised value of \$7,250.00.

If it meets with your approval we propose to convey the tract outlined in red to the Utah Lumber Company on their agreement to dismantle the old chimney to a safe distance above ground and the deed of conveyance to contain a covenant against any use which might be detrimental to Power Company's equipment on adjoining property, and further that the Utah Lumber Company is to convey to Utah Power & Light Company the tract outlined in yellow.

If these arrangements meet with your approval we shall proceed on this basis.

CHAS. L. OVARD
Assistant Attorney

CLO:et

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LAW OFFICES OF
VAN COTT, BAGLEY, CORNWALL & MCCARTHY
A PROFESSIONAL CORPORATION
141 EAST FIRST SOUTH
SALT LAKE CITY, UTAH 84111
TELEPHONE 532-3333
AREA CODE 801

February 12, 1980

DENNIS MCCARTHY
LEONARD J. LEWIS
DAVID E. SALISBURY
GRANT MACFARLANE, JR.
MAX B. LEWIS
H. SCOTT WOODLAND
ROBERT M. ANDERSON
DAVID L. GILLETTE
RICHARD H. SAGER
STEWART D. SANDOLE
ROBERT D. MERRILL
GREGORY R. WILLIAMS
RICHARD H. STANLEY
ALAN F. HECHAM

BRENT J. CLAUQUE
E. SCOTT SAVAGE
DENNIS B. FARRAR
CHRIS WANGGARD
JOHN S. KIRKMAN
KENNETH W. FEATES
RAND L. COOK
JOHN A. SHAW
DAVID A. GREENWOOD
MARILYN A. FARRMAN
ARTHUR B. RALPH
BRENT H. STEVENSON
ALAN L. SULLIVAN
ROBERT A. ROGERS

J. KEITH ADAMS
WILLIAM B. WRAY, JR.
JAMES A. WOLTHAMER
DAVID A. DEMON
JEANNE WENDERSON
ANN L. WASSERMAN
J. RAND HIRSCH
ROBERT A. PETERSON
DANNY C. KELLY
RICHARD H. JOHNSON, II
SAMUEL O. GAUFIN

H. MICHAEL KELLER
J. SCOTT LUNDBERG
STEVEN D. WOODLAND
JOHN H. STEED
GREGORY E. ORME
DARRELL R. LARSEN
DAVID R. BROGENT
JEFFREY E. NELSON
PATRICIA M. LEITH
KATHLEEN M. LAHEY

BENNETT, HARNNESS & KIDPATRICK
1974-1990

BENNETT, MARSHALL & BRADLEY
1890-1898

BENNETT, HARNNESS, HOWAT
SUTHERLAND & VAN COTT
1898-1902

SUTHERLAND, VAN COTT & ALLISON
1902-1907

VAN COTT, ALLISON & RITER
1907-1917

VAN COTT, RITER & FARNSWORTH
1917-1947

OF COUNSEL
CLIFFORD L. ASHTON

Mr. Don Wellman
Utah Lumber Company
P.O. Box 2398
Salt Lake City, Utah 84110

Dear Don:

In response to your letter of January 21, 1980 relating to the rent on the Utah Lumber Company property which you are occupying, I have discussed the matter with our trustees and the following sets out what we are willing to do.

1. The Van Cott, Bagley, Cornwall and McCarthy Profit-Sharing Trust will rent that specific space which totals 16,132 square feet that is now being occupied by Utah Lumber Company for office space and its Zonolite operation. Utah Lumber will limit its use of space to that designated in the January 21, 1980 letter and Van Cott will have the right to use for whatever purpose, any and all other space not specifically included in the Utah Lumber operation.

2. Utah Lumber will provide adequate insurance coverage for liability and fire on the rented areas.

3. Utah Lumber will have the responsibility for complete maintenance and repair of the rented areas.

4. Heat, light, water and all other utilities will be the responsibility of Utah Lumber.

5. The rental term shall commence on March 1, 1980 and shall be on a month to month basis with either party having the right to cancel this agreement upon 30 days written notice.

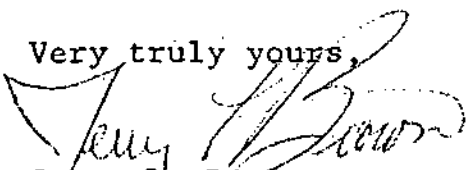
VAN COTT, BAGLEY, CORNWALL & MCCARTHY

Mr. Don Wellman
Utah Lumber Company
Page Two

6. The monthly rental shall be Two Thousand Dollars (\$2,000) payable in advance each month. 12,39776 ~~48~~

If the above meets with your approval please sign and return one copy of this letter to us.

Very truly yours,


Jerry L. Brown
Business Manager

Accepted:

Utah Lumber Company

by Don D. Wellman
its Sales Manager

JLB:kk

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UTAH LUMBER COMPANY

Wholesale Building Materials

SALT LAKE CITY, UTAH - 84110

Telephone
328-0117/4

P. O. Box 2398

333 West First South

January 21, 1980

VanCott, Bagley, Cornwall & McCarthy
141 E. 100 So.
Salt Lake City, Utah 84111

Attn: Mr. Jerry Brown

Dear Jerry:

Regarding our continued occupancy of your property at 333 West First South Street after February 29, 1980, enclosed is a diagram of the area we will need. This breaks down as follows:

Zonolite plant (Vermiculite-Intermountain, Inc.)	6048 sq.ft.
Zonolite storage in south shed	2600 " "
Zonolite loading in open area	4960 sq.ft.
Zonolite bag storage in south end of metal building	640 sq.ft.
Zonolite truck storage in south end of second alley	324 " "
Total covered area for Zonolite operation	9612 sq.ft.
Total open area for Zonolite operation	4960 " "

Total office space in northeast corner of main building for Utah Lumber Co. (and Vermiculite-Intermountain, Inc.) 1560 sq.ft.

The ladies restroom is on the second floor of the main building, directly over the occupied office area, and will continue to be used. We also have some old records stored in a small corner of the basement directly beneath the occupied office area of the main building but these can be moved on a few days notice.

Please advise us as soon as possible what the rent will be for the various areas so we can make our plans accordingly.

The construction of the new Zonolite plant has been delayed for reasons beyond our control and as a result we may need to operate in the present location until May or possibly even June, 1980.

Sincerely,

UTAH LUMBER COMPANY

Don D. Wellman
Don D. Wellman
Sales Manager

DDW/ew

Enc.

$$16132 \times 1.50 = 24198$$
$$\div 12 = 2016.50$$

$$\frac{1560}{16132} \times 2 = 32,264$$
$$\div 12 = 2688.67$$

"SERVING THE RETAIL DEALER"

South Boundary

Zonolite
Storage - South Shed
130' (2600 Sq. Ft.)

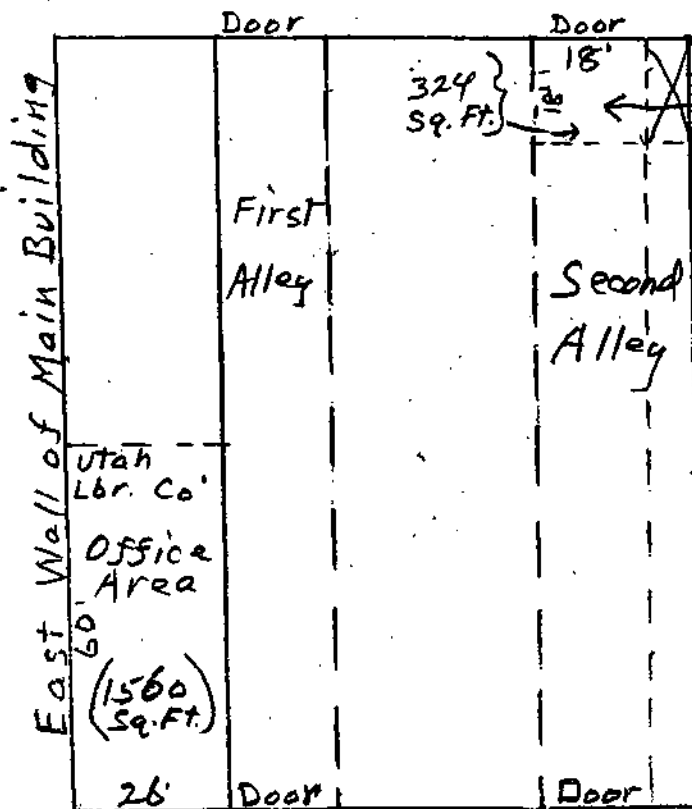
40'
Zonolite
Truck
Loading
(Open
Area)

124'
42.58'
(4960
Sq. Ft.)

112'
Zonolite
Plant
Area

(6048
Sq. Ft.)

54'



Truck
Storage

(640
Sq. Ft.)

20'
Metal
Storage Shed
Bags for
Zonolite

333 West First South St.

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CONSTRUCTION PRODUCTS DIVISION

0641906

03625606

March 17, 1976

IMPORTANT NOTICE TO VERMICULITE ORE PROCESSORS

W. R. Grace & Co. is finding it necessary to use dust control for ore handling and processing to meet current OSHA dust regulations in plants. As employers of workers handling vermiculite ore, you should be aware of these regulations and of pending changes to them.

The most difficult standard to meet applies to a "tramp" mineral found in vermiculite deposits. It is tremolite, defined by OSHA as one of the asbestos family. Dust control systems you install should be selected on the basis of keeping airborne concentration of this material within limits.

Current requirements which limit exposure of employees to an eight hour time weighted concentration of five fibers per cubic centimeter of air can be found in detail in title 29 Code of Federal Regulations PART 1910. This will be reduced to two fibers on July 1, 1976. A further reduction to 0.5 fibers has been proposed.

Comments on the proposed standard may be made to OSHA through April 9, 1976. Thereafter hearings will be held on the proposed standard. A copy of the Notice of Proposed Rulemaking is enclosed for your information. Grace believes the proposed 0.5 fiber limit is too stringent for current technology to achieve.

As an ore processor, you should sample air of your operation and take appropriate action regarding the current and proposed OSHA regulations.

Richard I. Morris
Richard I. Morris

RIM:cj

W. R. GRACE

004PP00070

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03625605

March 17, 1976

TO: BPD Regional Management

cc: See Distribution List

We sent the attached notice to all of our customers who purchase crude vermiculite ore notifying them of current and proposed OSHA standards for dust control in their plants.

The most difficult standard applies to tremolite which appears as a "tramp" mineral mixed with many types of ores, vermiculite included. OSHA defines tremolite as a member of the asbestos family.

Although we remove a great deal of tremolite during processing, it is not now possible to provide our ore customers with a totally tremolite-free product. As a result, we felt obliged to send this notice to our customers, since they, like us, are employers of plant workers who handle vermiculite ore and are, therefore, subject to OSHA regulations.

You may receive questions about the asbestos content in our expanded products as a result of this notice to ore users. If so, please note that the notice applies to ore, not expanded products. In addition, the OSHA regulations relate to the employer-employee relationship only.

Significant amounts of the tremolite are removed during the expansion process. We are now testing each of our products for tremolite content and airborne dust levels during their use so that we will know where we stand when specific regulations concerning use of our products in the construction industry are established. Should you be subject to detailed questioning about asbestos in our products, please refer these questions to your regional manager.


J. L. Wright

JLW:cj

Attachment

CRACK

CONSTRUCTION PRODUCTS DIVISION

0641908

03625607

ONE BAG LABELING

Until further notice, the following label will appear on bags
in which vermiculite ore is shipped to processors.

CAUTION
Contains Asbestos Fibers - *avoid creating dust*
Breathing Asbestos Dust May Cause
Serious Bodily Harm

004PP00072

cc: H. A. Brown
J. L. Wright

0641909

03625703

~~List of INDEPENDENTS and LICENSEES~~ (crude ore customers)
to receive product safety letter (re OSHA standards)

INDEPENDENT EXPANDERS

* - Mr. F. E. Ryan, Jr.
Certain-Teed Products Corp.
Shelter Materials Group
Box 9808
401 Main Street, N.E.
Minneapolis, Minnesota 55440

* - Supreme Perlite Company
P. O. Box 66
North Portland, Oregon 97043

* - Mr. J. C. Ledford, President
Mica Pellets, Inc.
1008 Oak Street
DeKalb, Illinois 60115

* - Mr. J. W. Grunewy, President
MacArthur Company
936 Raymond Avenue
St. Paul, Minnesota 55114

* - Mrs. Mary Crawford
International Vermiculite Co.
P. O. Box 66
Girard, Illinois 62640

Note: Mrs. Crawford receives notice of
price increases. Mr. Brown has
also met and corresponded with
Mr. Max N. Orr, Vice President & General Manager
Of International Vermiculite
(same address)

* - Mr. Norman E. Braun
Cleveland Gypsum Company
2146 West Third Street
Cleveland, OHIO 44113

(continued)

03625704

INDEPENDENT EXPANDERS

- Mr. J. J. Brouk, President
J. J. Brouk & Co.
1367 Kingshighway Blvd.
St. Louis, Missouri 63110

LICENSEES

- Mr. Lucas J. Cambo, President
Antilles Perlite Company, Inc.
P. O. Box 4007
San Juan, Puerto Rico 00905
- Mr. A. D. Webster, President
F. Hyda & Co., Ltd. *Letter not sent*
140 Deslauriers
Montreal, Quebec H4N 1V8
- Mr. John York, President
Vermiculite of Hawaii, Inc.
842A Mapunapuna Street
Honolulu, Hawaii 96819
- Mr. J. Brooks Robinson
Robinson Insulation Company
P. O. Box 1419
Great Falls, Montana 49401
- Mr. L. E. Irvine
Vermiculite-Intermountain, Inc.
P. O. Box 2398
Salt Lake City, Utah 34110
- Mr. Jack Lyall
Southwest Vermiculite Company
P. O. Box 6302
Albuquerque, New Mexico 87107
- Mr. J. H. Greer
Vermiculite Products, Inc.
P. O. Box 7327
Houston, Texas 77008

/cgr
3/17/76

Mr. L. K. Irvine
Vermiculite-Intermountain, Inc.
P. O. Box 2398
Salt Lake City, Utah 84110

Dear Mr. Irvine:

Mr. J. H. Greer
Vermiculite Products, Inc.
P. O. Box 7327
Houston, Texas 77008

Dear Mr. Greer:

Mr. J. B. Robinson
Robinson Insulation Company
P. O. Box 1419
Great Falls, Montana 59401

Dear Mr. Robinson:

Mr. J. Lyall
Southwest Vermiculite Company
P. O. Box 6302
Albuquerque, New Mexico 87107

Dear Mr. Lyall:

Insolite Refractories Co.
1725 Washington Road
Pittsburgh, Pennsylvania 15241

Attention: R. I. Potts and A. Alex

Dear Sirs:

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UTAH POWER & LIGHT COMPANY

SUITE B-115

1849 WEST NORTH TEMPLE

SALT LAKE CITY, UTAH 84116

ROBERT M. WHITEHEAD

MGR. LANDS &
AD VALOREM TAXES
535-4080

C. JOSEPH LYON

TAX REPRESENTATIVE
535-4087

July 12, 1984

RIGHT OF WAY
REPRESENTATIVES

VARLAN CLARK
535-4084

RAY A. HOLMES
535-4085

RAULAND BALLARD
535-4086

HELEN F. JOHNSON
535-4088

CAROL J. KOEHLER
535-4089

Mr. Jerry Brown
Van Cott, Bagley, Cornwall & McCarthy
Suite 1600
50 South Main Street
Salt Lake City, Utah 84144

Dear Mr. Brown:

RE: Pro rata share of rent of
Vermiculite Lease --
333 West 100 South.

This letter is to outline items we discussed on the
phone yesterday regarding the above.

For purposes of dividing the rental on the
Vermiculite Lease, the closing date on the sale will be June
7, 1984. Utah Power & Light Company is to receive 50% of the
\$2,000.00 per month rental until such time as Vermiculite
Intermountain vacates the property. The payment of the rent
from Vermiculite is to go to Van Cott, Bagley, Cornwall &
McCarthy and a check for UP&L's share is to be drawn and sent
to:

Utah Power & Light Company
1849 West North Temple, Rm. #B-115
Salt Lake City, Utah 84116

Van Cott, Bagley is to inform Utah Power & Light
Company at the time Vermiculite Intermountain vacates the
premises.

Should you need further information or clarification,
please call.

Yours/very truly,

Karen G. Matthews
Karen G. Matthews
Leasing Specialist

KGM:lh

W. L. Lumberfeld

VAN COTT, BAGLEY, CORNWALL & MCCARTHY
PROFIT SHARING TRUST
SUITE 1600
50 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84144
TELEPHONE (801) 532-3333

July 26, 1984

Ms. Karen G. Matthews
Utah Power & Light Company
1849 West North Temple, Rm. #B-115
Salt Lake City, Utah 84116

Dear Ms. Matthews:

Enclosed please find our check in the amount of \$1,766.67 which represents your portion of rents received from Vermiculite Intermountain for the period June 7, 1984 through July 31, 1984. Your 50% share of the monthly rental on the property is \$1,000. The month of June has been prorated to reflect ownership for the period beginning June 7, 1984.

Should you have any questions, please contact the undersigned.

Sincerely yours,

Jerry L. Brown
Business Manager

JLB:do
Encl.

LAW OFFICES OF
VAN COTT, BAGLEY, CORNWALL & MCCARTHY

A PROFESSIONAL CORPORATION
SUITE 1600

50 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84144

TELEPHONE (801) 532-3333

TELEX 453149

ADDRESS ALL CORRESPONDENCE TO
POST OFFICE BOX 3400
84110-3400

BENNETT, HARNNESS & HIRSHPATRICK
1874-1890

BENNETT, MARSHALL & BRADLEY
1890-1896

BENNETT, HARNNESS, HOWAT
SUTHERLAND & VAN COTT
1896-1902

SUTHERLAND, VAN COTT & ALLISON
1902-1907

VAN COTT, ALLISON & RITER
1907-1917

VAN COTT, RITER & FARNSWORTH
1917-1947

OF COUNSEL
DENNIS MCCARTHY
CLIFFORD L. ASHTON
GRANT MACFARLANE, JR.
GEORGE W. HEMELAN
EDWIN J. SREEN
MICHAEL F. RICHMAN
JOHN CRAWFORD, JR.
JAMES M. JENSEN

WIS
LOUPE
ODLAND
JOHNSON
LEITE
SAGER
J. SWINDLE
L. MERRILL
H. STANLEY
MECHAM
J. GUAUQUE
IT SAVAGE
S. B. FARRAR
WANGSODAD
I. S. KIRKHAM
METH W. YEATES
JO. L. COOK
H. A. SNOW
WID A. GREENWOOD
ARILIAN A. FARRMAN
ARTHUR D. RALPH

BRENT M. STEVENSON
BLANK L. SULLIVAN
ROBERT R. JOSEPHS
ROBERT A. PETERSON
JAMES A. HOLTRAMP
J. KEITH ADAMS
WILLIAM B. WRAY, JR.
PATRICK A. SHEA
PHILLIP WM. LEAR
THOMAS T. BILLINGS
RICHARD C. SHEEN
DANNY C. KELLY
STEVEN D. WOODLAND
THOMAS A. ELLISON
RICHARD H. JOHNSON, II
SAMUEL O. GAUFIN
H. MICHAEL KELLER
J. SCOTT LUNDBERG
GREGORY A. ORME
BRENT D. CHRISTENSEN
ELIZABETH A. WHITSETT

JEFFREY E. NELSON
PATRICIA M. LEITH
KATE LANEY
DAVID J. JORDAN
CARYN R. HOLMES
R. STEPHEN MARSHALL
PAUL M. DURHAM
DOUGLAS L. DAVIES
RONALD G. HOFFITT
S. DAVID COLTON
PATRICK J. O'HARA
TERESA SILCOE
ROBERT B. LENCE

MATTHEW F. MCNULTY, III
NANCY J. HARRIS
JAMES W. STEWART
S. ROBERT BRADLEY
M. CATHERINE CALDWELL
WAYNE D. SWAN
SHEILA A. GLUSCO
CARYN L. BECA-DUDLEY
THOMAS G. BERGGREN
JOHN C. CHRISTIANSEN
ERIC C. OLSON
THOMAS L. MONSON
CAROLYN MONTGOMERY

September 7, 1984

Ms. Karen G. Matthews
Utah Power & Light Company
1849 West North Temple, Room #B115
Salt Lake City, Utah 84116

Dear Ms. Matthews:

Enclosed find our check in the amount of \$2,000.00, your share of the rent on the Utah Lumber property for the months of August and Septmeber, 1984. I'm sorry for the delay in forwarding the August rental, but I was out of the office a good deal of the month and overlooked this matter.

I have received the property tax notices, on the property and am in the process of calculating your position. As soon as I complete this I will contact you and go over my computations with you.

Very truly yours,

Jerry L. Brown
Business Manager

JLB:kw

VERMICULITE-INTERMOUNTAIN, INC.

333 WEST FIRST SOUTH

BOX 2398

SALT LAKE CITY, UTAH 84110

PHONE AREA 801-328-0117

September 20, 1984

Van Cott, Bagley, Cornwall & McCarthy
P.O. Box 3400
Salt Lake City, Utah 84110-3400

Attention: Jerry L. Brown
Business Manager

Gentlemen:

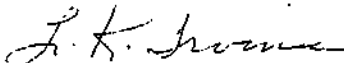
This is to advise you that after all this time we have finally found a new location that is suitable for our manufacturing business.

The plan is to be moved from here somewhere around October 15, 1984. We will notify you as soon as we have the details worked out, but that is the tentative schedule.

We certainly appreciate the good relationship we have enjoyed over the years and Mark Egan has been a good representative from your company to work with.

Sincerely,

VERMICULITE-INTERMOUNTAIN, INC.



L. K. Irvine
Ch/Board

LKI/rjh

ZONOLITE

BEING VERMICULITE-INTERMOUNTAIN, INC.
PERMITS TO DISTRIBUTE

VAN COTT, BAGLEY, CORNWALL & MCCARTHY
PROFIT SHARING TRUST
SUITE 1600
50 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84144
TELEPHONE (801) 532-3333

November 27, 1984

Ms. Karen G. Matthews
Utah Power & Light Company
1849 West North Temple, Room #B115
Salt Lake City, Utah 84116

Dear Ms. Matthews;

Enclosed you will find our check in the amount of \$1000 which represents your share of the Utah Lumber property rent for the month of November, 1984. Although I had advised you last month that the tennant was vacating the property, they have found it necessary to hold over for a short period of time.

I apologize for the delay in getting the rent to you, but we received it late due to our negotiating with the tennant relative to a lesser amount of our space being required during this interim period.

Should you have any questions, please contact me.

Very truly yours,

Jerry L. Brown
Business Manager

JLB:kw

VAN COTT, BAGLEY, CORNWALL & MCCARTHY
PROFIT SHARING TRUST
SUITE 1800
50 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84144
TELEPHONE (801) 532-3333

January 24, 1985

Ms. Karen G. Matthews
Utah Power & Light Company
1849 West North Temple, Room B115
Salt Lake City, Utah 84116

Dear Ms. Matthews:

Enclosed you will find our check in the amount of \$1,000 which represents your share of the Utah Lumber property rent for the month of December, 1984. I advised you in the last letter, I thought the tenant would be moving out in early December, but obviously they didn't quite make it.

Apparently the tenant held over into early January, 1985 so there may still be a small amount of rent due, but I do think that the tenancy has now come to an end.

Should you have any questions, please contact me.

Very truly yours,

Jerry L. Brown
Business Manager

JLB:kw

Encls.

TABBED PAGE

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LAW OFFICES OF
VAN COTT, BAGLEY, CORNWALL & MCCARTHY

A PROFESSIONAL CORPORATION

SUITE 1600

50 SOUTH MAIN STREET

SALT LAKE CITY, UTAH 84144

TELEPHONE (801) 532-3333

TELEX 453149

ADDRESS ALL CORRESPONDENCE TO

POST OFFICE BOX 3400

84110-3400

LEONARD J. LEWIS
DAVID E. SALISBURY
MAR B. LEWIS
M. SCOTT WOODLAND
NORMAN S. JOHNSON
DAVID L. GILLETTE
RICHARD R. SAGER
STEPHEN D. SWINDLE
ROBERT D. HERRILL
RICHARD W. STANLEY
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BRENT J. GIAUQUE
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THOMAS L. MONSON
CAROLYN MONTGOMERY

BENNETT, HARRNESS & KIRKPATRICK
1874-1890

BENNETT, MARSHALL & BRADLEY
1890-1898

BENNETT, HARRNESS, HOWAT
SUTHERLAND & VAN COTT
1898-1902

SUTHERLAND, VAN COTT & ALLISON
1902-1907

VAN COTT, ALLISON & RITER
1907-1917

VAN COTT, RITER & FARNSWORTH
1917-1947

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CORNWALL J. SREEN
MICHAEL F. RICHMAN
JOHN CRAWFORD, JR.
JAMES U. JENSEN

March 20, 1984

CERTIFIED MAIL

Mr. L. K. Irvine
Vermiculite Intermountain
333 West 100 South
Salt Lake City, Utah 84101

Mr. Irvine:

This letter will serve as formal notice that we have entered into a purchase agreement for the property described in Exhibit "A" located at 333 West 100 South. This would appear to affect only that portion of the property presently being used for the manufacture of vermiculite insulation.

Pursuant to the conditions established by us in a letter sent to Mr. Don Wellman on February 12, 1980, we hereby give you the thirty (30) days written notice required to terminate our rental agreement. You should take the necessary steps to vacate the said premises by no later than close of business April 30, 1984.

We recognize that this notice may come as a surprise to you and if necessary we may attempt to secure an extension of time for you.

We wish to point out that the only portion of the leased premises being affected by this purchase at this time is the southwest corner piece where it appears the actual production of vermiculite takes place. The Utah Lumber building which houses the offices and the remaining storage facilities will remain in our control and will be available for occupancy should that be your desire. If that is the case we can meet with you to discuss the same.

VAN COTT, BAGLEY, CORNWALL & McCARTHY

Mr. L. K. Irvine

March 20, 1984

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Please take all necessary measures to ensure that all vermiculite residue material remaining at the time of termination be removed from the premises within said time frame. This is highly important to avoid any potential problem for either you or us.

Should you have any questions regarding this matter, please call us.

Sincerely yours,

VAN COTT, BAGLEY, CORNWALL & McCARTHY

By


Trustee

EXHIBIT "A"

Two tracts of land situate in Lots 5 and 6, Block 66, Plat A, Salt Lake City Survey, described as follows:

Beginning at the northwest corner of the Grantors' land at a point 91.99 feet south from the northwest corner of Lot 5, Block 66, Plat A, Salt Lake City Survey, and running thence South 106.01 feet along the west boundary line to the southwest corner of said Grantors' land, thence East 123.75 feet along the south boundary line to the southeast corner of the Grantors' land, thence North 21.63 feet along the east boundary line to a point on a 198.18 foot radius curve to the right, thence Norwesterly 151.25 feet along said curve to the point of beginning; containing 0.15 of an acre, more or less.

Beginning on a west boundary line of the Grantors' land at a point 155 feet south and 10 feet east, more or less, from the northwest corner of Lot 6, Block 66, Plat A, Salt Lake City Survey and running thence South 60 feet, more or less, along said west boundary line to a south boundary line of said Grantors' land, thence West 7.7 feet along said south boundary line to a west boundary line of said Grantors' land, thence South 75.95 feet along said west boundary line to a south boundary line of said Grantors' land, thence West 112 feet along said south boundary line to the west boundary line of said Grantors' land, thence South 34.05 feet along said west boundary line to the south boundary line of said Grantors' land, thence East 112 feet, more or less, along said south boundary line, thence North 172 feet, more or less, thence West 92 feet, more or less, to the point of beginning; containing 0.42 of an acre, more or less.

Total area 0.57 of an acre, more or less.

RECEIVED

JUN 17 2005

Office of Legal Enforcement Program
Region 8 EPA